



BOULT - CUMMINGS®
CONNERS - BERRY PLC

Roger G. Jones
(615) 252-2323
Fax: (615) 252-6323
Email: rjones@boultcummings.com

October 18, 2005

**VIA FACSIMILE
AND FEDERAL EXPRESS**

Delphi Corporation
c/o John Wm. Butler, Jr.
Skadden Arps Slate Meagher & Flom, LLP
333 West Wacker Drive
Chicago, IL 60606-1285

Re: Demand for Reclamation / Delphi Corporation and affiliated Debtors (collectively
the "Debtors")

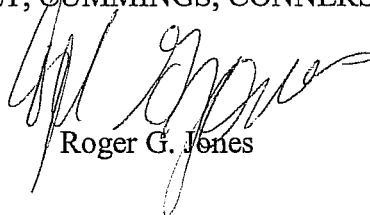
Dear Mr. Butler:

This firm represents Calsonic Harrison Co., Ltd. ("CHC"). Pursuant to section 2-702 of the Uniform Commercial Code and section 546(c) of the Bankruptcy Code, CHC hereby demands return of all goods shipped by CHC and received by Debtors (i) within the ten (10) day period immediately preceding the filing of Debtors' bankruptcy petitions, and (ii) at any time since the filing of Debtors' bankruptcy petitions. The goods subject to this Demand for Reclamation include, but are not limited to, the goods described in the documents attached hereto as Exhibit A. CHC reserves the right to amend and/or supplement this Demand for Reclamation. This Demand for Reclamation shall not be construed as a waiver of any right, remedy or claim that CHC may have or as a consent to jurisdiction. If you have any questions regarding this Demand for Reclamation, please contact me immediately.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:



Roger G. Jones

RGJ/dnr

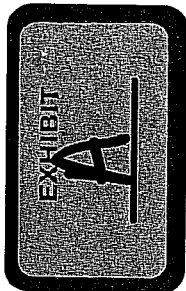
Enclosure

cc: Delphi Corporation (via facsimile)
Delphi Harrison Thermal Systems (via facsimile)
Delphi Thermal & Interior Systems (via facsimile)

1176360 v1
106492-012 10/18/05

Summary of CHC Shipping data from September 28, 2005 to October 7, 2005

10/18/2005



Destination	Part Number	Part description	Shipping Date	Freight	PO No.	Invoice No.	Shipping Amounts	Piece Price	Amounts claimed
KBP Plant (OH)	6570747	Piston-Hollow, Final Machining, CVC	9/28/2005	AIR	550073728	0509KB2	115,200	JPY 225.23	JPY 25,946,496.00
AI	1140058	Compressor & Clutch Asm-7CVC, R/H Mount	10/4/2005	SEA	550050523	0510V6	512	JPY 11,358.00	JPY 5,815,296.00
(Australia)	1140059	Compressor & Clutch Asm-7CVC, L/H Mount	10/4/2005	SEA	550050532	0510V1	2,048	JPY 11,289.00	JPY 23,119,872.00
Total									JPY 54,881,664.00

Note

2005 10/18 TUE 20:50 FAX 028 667 6660 カルソニックエンジニアリング/カルソニックハルソン

0008/012

CHC

Calsonic Harrison Co., Ltd.
11-6 Kiyohara Industrial Park
Utsunomiya, Tochigi, Japan
Tel 28 670 2212 Fax 28 667 6660

Original

C-V-1

INVOICE

INVOICE NUMBER
0510V1
DATE: SEP 29 2005

SOLD TO :

Delphi Harrison Thermal Systems
200 Upper Mountain Rd.
LOCKPORT NY 14094
U.S.A

DELIVERY TO :

AIR INTERNATIONAL PTY LTD
110-111 PURLING AVE
EDINBURGH, SA, 5111
AUSTRALIA

SEA - ~~AIR~~

CARGO RELEASING	SHIP VIA		SHIPPING TERMS		
OCT. 4 2005	EAGLE GLOBAL LOGISTICS		EX-WORKS		
TERM OF PAYMENT	SHIP DATE	ETA	SHIPPED PER		
ZMN2	OCT. 7 2005	NOV. 4 2005	*MOL SOLUTION*(Voy.No.028W)		
P. O. NUMBER	DESCRIPTION		QTY	PRICE	AMOUNT
550050532	Material No. : 1140059 Compressor & Clutch Asm-7CVC-L/H Mount		2,048	¥11289.0	¥23,119,872.
TOTAL					¥23,119,872.

Freight : All Charge Collect
Country of origin : JAPAN
NO. of P'KGS : 16Pallets
Net Weight : 13,107Kg
Gross Weight : 14,131Kg
Dimension : 1,470×1,130×960/Pallet

REMIT TO:

RESONA BANK LTD, Bank No.0010
UTSUNOMIYA BRANCH, Branch No.317
ACCOUNT NO.918621
Address: OHDORI 1-3-15, UTSUNOMIYA,
TOCHIGI, JAPAN

INVOICE APPROVED BY

Y. Watabe

YOSHIHARU WATABE
OPERATION DEPT. PRODUCTION CONTROL SECTION MANAGER.

2005 10/18 TUE 20:50 FAX 028 667 6660 カルソニックエンジニアリング/カルソニックハルソン

007/012

CHC

Calsonic Harrison Co., Ltd
11-6 Kiyohara Industrial Park
Utsunomiya, Tochigi, Japan
Tel 28 670 2212 Fax 28 667 6660

Original

INVOICE

INVOICE NUMBER
0510V6
DATE: SEP.29.2005

SOLD TO:

Delphi Harrison Thermal Systems
200 Upper Mountain Rd.
LOCKPORT, NY 14094
U.S.A

Case Mark:

CHC
AI
C/NO.1 ~ 4
I/V NO.0510V6
MADE IN JAPAN

DELIVERY TO:

AIR INTERNATIONAL PTY LTD
110-111 PURLING AVE
EDINBURGH, SA, 5111
AUSTRALIA

SEA ~~AIR~~

CARGO RELEASING	SHIP VIA		SHIPPING TERMS		
OCT. 4 2005	EAGLE GLOBAL LOGISTICS		EX-WORKS		
TERM OF PAYMENT	SHIP DATE	ETA	SHIPPED PER		
ZMN2	OCT. 10 2005	NOV. 4 2005	"MAERSK TAMPA"(Voy.No.0519)		
P. O. NUMBER	DESCRIPTION		QTY	PRICE	AMOUNT
550050523	Material No. : 1140058 Compressor & Clutch Asm-7CVC-R/H Mount		512	¥11358.0	¥5,815,296
TOTAL					¥5,815,296

Freight : All Charge Collect
Country of origin : JAPAN
NO. of P'KGS : 4Pallets
Net Weight : 3,279Kg
Gross Weight : 3,535Kg
Dimension : 1,470×1,130×960/Pallet

REMIT TO:

RESONA BANK,LTD, Bank No.0010
UTSUNOMIYA BRANCH, Branch No.317
ACCOUNT NO.918621
Address:OHDORI 1-3-15,UTSUNOMIYA,
TOCHIGI,JAPAN

INVOICE APPROVED BY:

Y. Watabe

YOSHIHARU WATABE
OPERATION DEPT.PRODUCTION CONTROL SECTION-MANAGER

2005 10/18 TUE 20:51 FAX 028 887 8680 カルソニックエンブ レッパ/カルソニックハリスン

011/012

DELPHI

Harrison Thermal System

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094
UNITED STATES

Requirements Contract

PO Number	Date Issued
550050523	12-Jan-2004
Version	
25-Jul-2005 11:11:05	

Deliver to:

Please deliver to:
See Delivery Schedule

CALSONIC HARRISON CO LTD
CARUSONIKKU HARISON KK
11-6 KIOHARA INDUSTRIAL PARK
UTSUNOMIYA
TOCHIGI
JAPAN 321-3231

Vendor No: 1010319
DUNS No: 690791090

Payment Terms: EMN2 Currency: JPY

Payment settled on 2nd, 2nd Month

Incoterms: EXW Ex Works - Collect

Item No.	Material No. Description	Plant			
00010	1140058 Compressor & Clutch Asm-7CVC, R/H Mount	J801 DELPHI T & I DIRECTSHIP			
Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Oct-2003	26-Dec-2004	JPY	11,620,000	1,000	PC
27-Dec-2004	31-Jul-2005	JPY	11,590,000	1,000	PC
01-Aug-2005	31-Jul-2006	JPY	✓ 11,358,000	1,000	PC
01-Aug-2006	31-Jul-2007	JPY	11,131,000	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Purchasing Contact: Randy Haseley
Phone: 716-439-2553
Fax: 716-439-2216

Contact Address:
Delphi Harrison Thermal Systems
200 Upper Mountain Road,
LOCKPORT NY 14094

Date and Time Printed: 25-Jul-2005 11:11:05



2005 10/18 TUE 20:51 FAX 028 887 8660 カルソニックエンパ レッサ/カルソニックパリアノ

012/012

DELPHI

Harrison Thermal System

Page 2 of 2

CALSONIC HARRISON CO LTD
KARUSONIKKU HARRISON KK
11-6 KIYOHARA INDUSTRIAL PARK
UTSUNOMIYA
TOCHIGI
JAPAN 321-3231

Requirements Contract

PO Number	Date Issued
550050523	12-Jan-2004
Version	
25-Jul-2005 11:11:05	

Item No.	Material No. Description	Plant
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Notes Continued:

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAO (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website: delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The Customer Number: 02-22177 (R/H Mount 2CVC16S "YZ" RWD).

7/25/2005 - Price decrease per LTA & clause correction.

2005 10/13 TUE 20:50 FAX 028-667-6880 カルソニックエンジニアリング/カルソニックハルソン

009/012

DELPHI

Harrison Thermal System

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094
UNITED STATES

Requirements Contract

PO Number: 550050532 Date Issued: 12-Jan-2004
Version: 25-Jul-2005 10:50:54

Deliver to:

Please deliver to:
See Delivery Schedule

KARSONIC HARRISON CO LTD
KARSONIKKU HARRISON KK
11-6 KIYOHARA INDUSTRIAL PARK
UTSUNOMIYA
TOCHIGI
JAPAN 321-3231

Vendor No: 1010319
DUNS No: 690791090

Payment Terms: ZMN2 Currency: JPY

Payment settled on 2nd, 2nd Month

Incoterms: EXW-Ex Work - Collect

Item No.	Material No. Description	Plant			
00010	1140059 Compressor & Clutch Asm - 7VC-L/H Mount	J801 DELPHI T & I DIRECTSHIP			
Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Oct-2003	26-Dec-2004	JPY	11,543,000	1,000	PC
27-Dec-2004	31-Jul-2005	JPY	11,513,000	1,000	PC
01-Aug-2005	31-Jul-2006	JPY	✓ 11,289,000	1,000	PC
01-Aug-2006	31-Jul-2007	JPY	11,070,000	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website: www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process.

Purchasing Contact: Randy Haseley

Phone: 716-439-2553

Fax: 716-439-2216

Contact Address:

Delphi Harrison Thermal Systems
200 Upper Mountain Road
LOCKPORT NY 14094

Date and Time Printed: 25-Jul-2005 10:50:54

2007.29
和国経

2005 10/18 TUE 20:50 FAX 028 067 6660 カルソニックコンパ レッサ/カルソニックハルソン

010/012

DELPHI

Harrison Thermal System

Page 2 of 2

CALSONIC HARRISON CO LTD
KARUSONIKKU HARRISON KK
11-6 KIYOHARA INDUSTRIAL PARK
UTSUNOMIYA
TOCHIGI
JAPAN 321-3231

Requirements Contract

PO Number 550050532	Date Issued 12-Jan-2004
Version 25-Jul-2005 10:50:54	

Item No.	Material No. Description	Plant
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Notes Continued:

(SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3683) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on recycled, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website, www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as the "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including any such proposals in writing) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept.

The customer number is 02-22576 (L/H Mount 7CVC163 VZ.FWD)

7/25/2005 - Price decrease per LTA & clause correction

2005 10/18 TUE 20:50 FAX 028 667 6660 カルソニック・パナソニック・日立

005/012



"David.Cohen"
<David.Cohen@delphi.com>
>

2005/09/15 15:29

宛先: "Cohen, David" <David.Cohen@delphi.com>, "Gillhome, Cameron"
<Cameron.Gillhome@delphi.com>
<Jason.Ores@calsonic-harrison.co.jp>
cc: <Wegmayer.Timothy@calsonic-harrison.co.jp>
<Yoshiharu.Watabe@calsonic-harrison.co.jp>
<Koiji.Kuwana@calsonic-harrison.co.jp>
<Yoshifumi.Sakamoto@calsonic-harrison.co.jp>, "Cruse, Richard T."
<Richard.Lcruse@delphi.com>, "Atzinger, Stefan"
<Stefan.Atzinger@delphi.com>, "Stirling, David J."
<David.Stirling@delphi.com>, "Wendt, Kimberly A."
<Kimberly.a.wendt@delphi.com>

件名: RE: VZ Schedule - September 2005

Hi Jason,

Please see below this month's schedule, extra week of AWD added as requested:

Part No - VZ RWD 7CVG165 compressor for Air International/GM Holden
(63744 supplied before A1 schedule "zeroed")

3 Oct - 2048 required for arrival at A1 Adelaide - Cumulative Qty 149760
10 Oct - 0 required for arrival at A1 Adelaide - Cumulative Qty 149760
17 Oct - 2048 required for arrival at A1 Adelaide - Cumulative Qty
151808
24 Oct - 2048 required for arrival at A1 Adelaide - Cumulative Qty
153856
31 Oct - 4096 required for arrival at A1 Adelaide - Cumulative Qty
157952
4 OCT - 7 Nov - 2048 required for arrival at A1 Adelaide - Cumulative Qty 160000
14 Nov - 2048 required for arrival at A1 Adelaide - Cumulative Qty
162048
21 Nov - 4096 required for arrival at A1 Adelaide - Cumulative Qty
166144
28 Nov - 2048 required for arrival at A1 Adelaide - Cumulative Qty
168192

Part No - VZ AWD 7CVG165 compressor for Air International/GM Holden
(128 supplied before A1 schedule "zeroed")

3 Oct - 256 required for arrival at A1 Adelaide - Cumulative Qty 4480
10 Oct - 128 required for arrival at A1 Adelaide - Cumulative Qty 4608
17 Oct - 0 required for arrival at A1 Adelaide - Cumulative Qty 4608
24 Oct - 128 required for arrival at A1 Adelaide - Cumulative Qty 4736
31 Oct - 256 required for arrival at A1 Adelaide - Cumulative Qty 4992
7 Nov - 256 required for arrival at A1 Adelaide - Cumulative Qty 5248
14 Nov - 512 required for arrival at A1 Adelaide - Cumulative Qty 5760
21 Nov - 256 required for arrival at A1 Adelaide - Cumulative Qty 6016
28 Nov - 256 required for arrival at A1 Adelaide - Cumulative Qty 6272
5 Dec - 256 required for arrival at A1 Adelaide - Cumulative Qty 6528

** Note 128 added to 14 November as discussed, replacement for damaged stock.

Regards
David

Note: If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

2005 10/18 TUE 20:49 FAX 028 667 6660 カルソニックコンポーネンツ株式会社

003/012

CHC

Calsonic Harrison Co., Ltd.
11-6 Kiyohara Industrial Park
Utsunomiya, Tochigi, Japan
Tel 28 670 2212 Fax 28 667 6660

INVOICE

INVOICE NUMBER
0509KB2
DATE SEP 28 2005

INVOICE TO:

DELPHI HARRISON THERMAL SYSTEMS
3600 DRYDEN ROAD MORaine OH
45439-1410
ATTN: ACCOUNTS PAYABLE
U.S.A

Case Mark :

CHC
KBP
C/NO 1~12
I/V NO.0509KB2
MADE IN JAPAN

SHIP TO:

DELPHI HARRISON c/o
Stephen Gould Warehouse - Monroe
4273 Salzman Rd.
Monroe, Ohio 45050
ATTN: Rich. Poulsen
TEL : (1)937.395.3369 FAX : (1)937.395.3374
U.S.A

~~SEA~~ - AIR

CARGO RELEASING	SHIP VIA	SHIPPING TERMS		
SEP. 28 2005	DHL-DANZAS	EX-WORKS		
TERM OF PAYMENT	SHIP DATE	SHIPPED PER		
2ND DAY OF 2ND MONTH	SEP. 28 2005	Air Freight		
P. O. NUMBER	DESCRIPTION	QTY	PRICE	AMOUNT
550073728	Piston - Hollow, Final Machining, CVC Parts No. 6570747	115,200	¥225.23	¥25,946,496.00
TOTAL				¥25,946,496.00

Freight: All Charge Collect
Country of origin: Japan
NO of PKGS 12Pallets (480)Cartons

REMIT TO:

RESONA BANK LTD. Bank No.0010
UTSUNOMIYA BRANCH, Branch No.317
ACCOUNT NO 918621
Address: OHDORI 1-3-15, UTSUNOMIYA,
TOCHIGI, JAPAN

INVOICE APPROVED BY

Yoshiharu Watabe

YOSHIMARU WATABE
OPERATION DEPT. PRODUCTION CONTROL SECTION MANAGER

2005 10/18 TUE 20:40 FAX 028 867 8660 カルソニック・レーサ/カルソニックハルソン

004/012

DELPHI

Harrison Thermal System

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094
UNITED STATES

Deliver to:

DELPHI T & I KETTERING
3535 South Kettering Blvd.
MORAIN OH 45439
UNITED STATES

ALSONIC HARRISON CO LTD
KARUSONIKKU HARISON KK
11-6 KIYOHARA INDUSTRIAL PARK
UTSUNOMIYA
TOCHIGI
JAPAN 321-3231

Requirements Contract**PO Number**

550073728

Date Issued

25-Apr-2005

Version

31-Aug-2005 12:30:39

Vendor No: 1010319**DUNS No:** 690791090**Payment Terms:** ZMN2**Currency:** JPY

Payment settled on 2nd, 2nd Month

Incoterms: FCA-NAMED PLACE

*** Text changed

Item No.	Material No. Description	Plant
00010	6570747 Piston - Hollow, Final Machining, CVC	J301 DELPHI T & I KETTERING
	Valid From 25-Apr-2005 Valid To 31-Dec-2006 Currency JPY Price 225,230 Price Unit 1,000 UOM PC	

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

Notes:

EXTEND ORDER THRU 12/31/06

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the

Purchasing Contact: Lewis, Francoise**Phone:** 937-395-4499**Fax:** 937-395-3169**Contact Address:**

3535 South Kettering Blvd.
MORAIN OH 45439

Date and Time Printed: 31-Aug-2005 12:30:39

2005 10/18 TUE 20:49 FAX 028 667 8660 カルソニックエンブ レッサ/カルソニックパワソン

005/012

DELPHI

Harrison Thermal System

Page 2 of 2

CALSONIC HARRISON CO LTD
 KARUSONIKKU HARRISON KK
 11-6 KIYOHARA INDUSTRIAL PARK
 UTSUNOMIYA
 TOCHIGI
 JAPAN 321-3231

Requirements Contract

PO Number

550073728

Date Issued

25-Apr-2005

Version

11-Aug-2005 12:30:39

Item No. Material No.
 Description

Plant

Notes Continued:

Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (PDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

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An Internet electronic form alternative solution is intended to provide relief to situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, quotation, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival of buyer's consuming plant.

2015.9-29
Colony Martin Co, 1113

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